

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF GEORGIA**  
**SAVANNAH DIVISION**

ASHLEY F. CUMMINGS, )  
                          )  
Plaintiff,             )  
                          )  
v.                      )     CASE NO.: 4:18-cv-00244-WTM-JEG  
                          )  
BIGNAULT & CARTER, LLC; )  
W. PASCHAL BIGNAULT; and )  
LORI A. CARTER,        )  
                          )  
Defendants.            )

**JOINT MOTION TO FILE UNDER SEAL OR IN THE ALTERNATIVE**  
**FOR IN CAMERA APPROVAL OF THE SETTLEMENT AGREEMENT**

COMES NOW Charles Herman and in accordance with Local Rule 79.7, the Parties hereby jointly move to file under seal the *Confidential Settlement Agreement and Release* entered in this matter or in the alternative move the Court for an in camera approval of the *Confidential Settlement Agreement and Release*, and, in support, show this Court as follows:

1.

The Parties in the above-captioned matter have come to a resolution and have executed a written *Confidential Settlement Agreement and Release* dated December 6, 2018.

2.

This case involves allegations that Defendants improperly classified Plaintiff as an exempt employee and did not properly compensate Plaintiff for overtime wages.

3.

Defendants deny liability. However, Defendants entered into the *Confidential Settlement Agreement and Release* to avoid the costs of litigation.

4.

Submission of the *Confidential Settlement Agreement and Release* to the Court is necessary insofar as the Court must review the same in order to determine that it is a fair and reasonable settlement of this matter in order for dismissal of this action. Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1355, (11th Cir. 1982); 29 U.S.C. § 216.

5.

The public will not be without other material information regarding these proceedings, as the allegations in the *Complaint* as well as the fact of settlement will remain in the public record.

6.

This *Confidential Settlement Agreement and Release* includes a release, a confidentiality provision, and a provision that both Parties agree to dismiss the instant matter with prejudice.

7.

The Parties jointly seek for this Court to allow the *Confidential Settlement Agreement and Release* dated December 6, 2018 entered in this matter to be filed under seal, as the same contains confidentiality provisions, which the Parties have agreed to and which are material. Alternatively, the Parties jointly move the Court for an in camera review and approval of the *Confidential Settlement Agreement and Release* entered in this matter between the Parties.

Respectfully submitted this 19<sup>th</sup> day of December, 2018.

**CHARLES HERMAN LAW**

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**PANKEY & HORLOCK, LLC**

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**MEMORANDUM OF LAW**

Local Rule 79.7 requires that, for a motion to seal, the movant “[set] forth the grounds why the matter presented should not be available for public inspection.” Courts possess the power to seal all or part of their records. Nixon v. Warner Communications, Inc., 435 U.S. 589, 598 (1978) (“Every court has supervisory power over its own records and files.”).

Courts *regularly* grant leave for parties to file settlements under seal or to submit the agreements to the Court for in camera inspection in connection with the resolution of Fair Labor Standards Act (“FLSA”) claims. King v. Wells Fargo Home Mortg., 2009 U.S. Dist. LEXIS 129054 (M.D. Fla. July 15, 2009) (permitting in camera review of FLSA settlement agreement where parties agreed to maintain confidentiality); McCray v. Cellco Partnership, No. 10-cv-02821-SCJ (N.D. Ga. Nov. 8, 2011) (granting joint motion for in camera review).

This Court may approve the Parties’ *Joint Motion and Confidential Settlement Agreement and Release* to resolve and release the Plaintiff’s FLSA claims against the Defendants. The *Confidential Settlement Agreement and Release* arises out of an action brought by Plaintiff against her former employer. The Parties have been represented by counsel, who negotiated the

terms of the *Confidential Settlement Agreement and Release* on their behalf and with their approval. The Parties' settlement of these claims is the result of a compromise between them. The Parties' interest in effectuating a mutually beneficial, private resolution of their claims outweighs the public interest in having full disclosure of the specific terms of the settlement.

**WHEREFORE**, the Parties respectfully request that the Court grant the Parties leave to file the *Confidential Settlement Agreement and Release* under seal or in the alternative that the Court conduct an in camera inspection of the *Confidential Settlement Agreement and Release* and determine that it is a fair and reasonable settlement of this matter.

Respectfully submitted this 19<sup>th</sup> day of December, 2018.

**CHARLES HERMAN LAW**

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/S/Larry A. Pankey (via email authorization)  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that I have on this day served all the parties in this case with this *Joint Motion to File Under Seal or in the Alternative for In Camera Approval of the Settlement Agreement* in accordance with the notice of electronic filing (“NEF”) which was generated as a result of electronic filing in this court.

This 19<sup>th</sup> day of December, 2018.

**CHARLES HERMAN LAW**

/s/ Charles Herman \_\_\_\_\_  
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